

ASSIGNMENT AND ASSUMPTION OF LEASE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SECURITY BUILDING AR OWNER LLC**, a Florida limited liability company (the “**Assignor**”), as of this 11 day of June, 2021 (the “**Effective Date**”) hereby conveys, transfers, assigns and sets over unto **SECURITY BUILDING MIAMI, LLC**, a Delaware limited liability company (“**Assignee**”), its legal representatives, successors, and assigns, all of Assignor’s right, title and interest in, to, and under that certain Lease dated June 16, 2015 (the “**Lease**”), between 117 NE 1st Avenue Tenant LLC, a Florida limited liability company (the “**Tenant**”)¹ and Assignor and related Guaranty executed by WeWork Companies, Inc., (the “**Guarantor**”) with respect thereto dated June 17, 2015 affecting that certain real estate more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”), a full and complete copy of such Lease is attached hereto on **Exhibit B** and incorporated herein by this reference.

1. Such assignment shall include any and all existing rights and claims Assignor currently holds or may hold against the Tenant and its guarantor under the Lease arising out of any and all liabilities, obligations, claims, costs and expenses whatsoever arising under or on account of the Lease prior to the Effective Date (“**Claims**”).
2. Assignor represents and warrants to Assignee that it has not assigned or transferred, except to Assignor, any Claims and has not executed any written settlement agreement with Tenant or Guarantor with respect thereto.

This Assignment and Assumption of Lease shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors, and assigns.

This Assignment and Assumption of Lease may be executed in counterparts, and as so executed shall constitute one and the same agreement.

This Assignment and Assumption of Lease shall be governed under the laws of the State of Florida.

[SIGNATURE PAGE TO ASSIGNMENT OF LEASE ON FOLLOWING PAGE]

¹ Assignee is aware that the Tenant is in default under the terms of the Lease for a failure to, among other things, pay rent.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases as of the above stated Effective Date.

ASSIGNOR:

Security Building AR Owner LLC, a Florida limited liability company

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

**SECURITY BUILDING MIAMI, LLC,
a Delaware limited liability company**

By: SECURITY BUILDING MIAMI MANAGER, LLC,
a Delaware limited liability company, its Manager

By: FLORIDA PRIME ACQUISITIONS, LLC,
a Florida limited liability company, its Manager

By: R.E.L. PARTNERS LLC, a Florida limited
liability company, its Manager

By: _____
Eyal Peretz, Manager

Joiner:

The undersigned hereby join in this Assignment and Assumption of Lease for the sole purpose of each representing and warranting to Assignee, that the matters contained in Section 2 thereof are true and correct.

Richard Weisfisch

Andrew Joblon

Daniel Gohari

Arash Gohari

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases as of the above stated Effective Date.

ASSIGNOR:

Security Building AR Owner LLC, a Florida limited liability company

By: RWJN
Print Name: Richard Weisfisch
Title: Authorized Signatory

ASSIGNEE:

**SECURITY BUILDING MIAMI, LLC,
a Delaware limited liability company**

By: _____
Print Name: _____
Title: _____

Joiner:

The undersigned hereby join in this Assignment and Assumption of Lease for the sole purpose of each representing and warranting to Assignee, that the matters contained in Section 2 thereof are true and correct.

RWJN
Richard Weisfisch

Andrew Joblon

Daniel Gohari

Arash Gohari

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases as of the above stated Effective Date.

ASSIGNOR:

Security Building AR Owner LLC, a Florida limited liability company

By: RWJN
Print Name: Richard Weisfisch
Title: Associate Secretary

ASSIGNEE:

SECURITY BUILDING MIAMI, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Joinder:

The undersigned hereby join in this Assignment and Assumption of Lease for the sole purpose of each representing and warranting to Assignee, that the matters contained in Section 2 thereof are true and correct.

RWJN
Richard Weisfisch

AJ
Andrew Joblon

Daniel Gohari

Arash Gohari

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases as of the above stated Effective Date.

ASSIGNOR:

Security Building AR Owner LLC, a Florida limited liability company

By: RWJN
Print Name: Richard Weifisch
Title: Associate Secretary

ASSIGNEE:

**SECURITY BUILDING MIAMI, LLC,
a Delaware limited liability company**

By: _____
Print Name: _____
Title: _____

Joinder:

The undersigned hereby join in this Assignment and Assumption of Lease for the sole purpose of each representing and warranting to Assignee, that the matters contained in Section 2 thereof are true and correct.

RWJN
Richard Weifisch

Andrew Joblon

DG
Daniel Gohari

Arash Gohari

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases as of the above stated Effective Date.

ASSIGNOR:

Security Building AR Owner LLC, a Florida limited liability company

By: RW/JN
Print Name: Richard Weifisch
Title: Associate Secretary

ASSIGNEE:

SECURITY BUILDING MIAMI, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Joinder:

The undersigned hereby join in this Assignment and Assumption of Lease for the sole purpose of each representing and warranting to Assignee, that the matters contained in Section 2 thereof are true and correct.

RW/JN
Richard Weifisch

Andrew Joblon

Daniel Gohari

Aashish Gohari

Exhibit "A"
(Property – Legal Description)

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

The North 50 feet of Lots 11, 12 and 13, Block 104, North, CITY OF MIAMI (A.L. Knowlton Map of Miami), according to the Plat thereof, as recorded in Plat Book "B," Page 41, of the Public Records of Miami-Dade County, Florida.

Together with:

A non-exclusive ingress and egress and rubbish removal easement over, under, across and upon the New Easement Area soley for the purpose of: (i) providing emergency ingress and egress to and from the property; and (ii) providing a means of refuse removal from the property, recorded January 12, 2007 in Official Records Book 25275 at Page 1176, of the Public Records of Miami-Dade County, Florida, and described as follows:

The South 7 feet of the East 3.5 feet of Lot 8, the South 7 feet of Lot 7 and the West 18.0 feet of Lot 6, all of Block 104 North, City of Miami (A.L. Knowlton Map of Miami) according to the Plat thereof, as recorded in Plat Book B at Page 41, of the Public Records of Miami-Dade County, Florida.

Exhibit "B"
(Lease – see attached)